

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Kirsten A. Chadwick

2. Registration No.

5950

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☒ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for the period ending _____

☐ Other purpose (specify) _____

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Revised contract.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

The contract was revised to reflect retainer amount, term and scope of work. The scope of work will include, but will not be limited to, education of the benefits of the recently passed Free Trade Agreement, visa legislation and monitoring other trade legislation.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

4/30/12

(Print or type name under each signature or provide electronic signature¹)

Kirsten Chadwick

Kirsten Chadwick

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

Fierce, Isakowitz & Blalock

1155 F Street, NW

Suite 950

Washington, DC 20004

**Retainer Agreement Between the Republic of Korea
and Fierce, Isakowitz & Blalock**

On behalf of Fierce, Isakowitz & Blalock (FIB), we look forward to providing strategic legislative consulting to the Korean Embassy (Korean Embassy).

In consideration of the mutual agreements set forth herein and in consideration of and as a condition to the consulting services of FIB to the Korean Embassy, the parties hereto hereby agree as follows:

1. GENERAL. FIB shall provide government relations consulting services to the Korean Embassy.

FIB is a Washington, DC LLC, engaged in the business of providing government relations consulting services.

Kirsten A. Chadwick, Partner, FIB, will be the primary consultant to the Korean Embassy. Other members of FIB will assist Kirsten A. Chadwick as directed by Ms. Chadwick.

2. SCOPE OF SERVICES. Services shall be rendered to the Korean Embassy.

The Korean Embassy shall direct FIB in the execution of legislative strategy, communications and consulting services.

Specifically, FIB shall:

- a. Provide necessary professional services to develop, coordinate and implement legislative strategy for priority issues to the Korean Embassy with key Members of the US Congress and the Executive Branch.

3. INDEPENDENT CONTRACTOR. Both parties agree that in the performance of the services outlined herein, FIB shall act as an independent contractor to the Korean Embassy. As an independent contractor, FIB shall not have any authority to bind or commit the Korean Embassy to any right, power or authority to create any obligation, express or implied, or make any representation on behalf of the Korean Embassy except as it may be expressly authorized from time to time by the Korean Embassy. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the

parties for any purpose.

4. **TERM.** This Agreement will be in force from April 1, 2012 to December 31, 2012. However, either party may terminate with written notice of the other party, at which time all obligations under this agreement shall cease. For any month during which the contract is terminated the monthly fee shall be pro-rated to cover the number of days from the first of the month through the final date of termination.

Upon termination of this Agreement for any reason, FIB will, at the request of the Korean Embassy, provide without cost to the Korean Embassy, copies of all work product and files developed or acquired by FIB under this Agreement and all materials provided to FIB by the Korean Embassy in connection with this Agreement. The Korean Embassy will make a final payment to FIB for any outstanding invoices and expenses upon the termination of the Agreement.

The terms and provisions of this agreement will remain in full force and effect, unless either party provides notification of its intent to discontinue or modify this agreement. Any modification will require mutual agreement of the parties. All fees and expenses shall be agreed to by the parties in an addendum or under a separate agreement.

5. **FEES AND EXPENSES.** In return for the performance of the professional services outlined herein, the Korean Embassy agrees to compensate FIB \$270,000.00.
6. FIB will invoice the Korean Embassy at the beginning of each month for the current month's work. The monthly fee is inclusive of related incidental expenses (i.e., fax, copying, mailing, telephone, taxi and transportation, etc.). Travel expenses incurred at FIB own initiative will be paid for by FIB.

- a. The Korean Embassy will be responsible for payment to FIB. If the Korean Embassy is delinquent in payment, FIB reserves the right to immediately suspend services herein outlined until payment is received.
- b. Any payments made on past due statements will be applied first to the oldest outstanding statements.
- c. Payment Schedule is as follows:

a. April 1-30, 2012	\$30,000.00
b. May 1-31, 2012	\$30,000.00
c. June 1-30, 2012	\$30,000.00
d. July 1-31, 2012	\$30,000.00
e. August 1-31, 2012	\$30,000.00
f. September 1-30, 2012	\$30,000.00
g. October 1-31, 2012	\$30,000.00

- h. November 1-30, 2012 \$30,000.00
- i. December 1-31, 2012 \$30,000.00

7. **NOTICE.** All notices provided for herein shall be sent by certified mail postage prepaid, and addressed as follows:

To Fierce, Isakowitz & Blalock:

FIB
ATTN: Mark Isakowitz
1155 F Street, NW Suite 950
Washington, DC 20004

To the Embassy of Korea:

2450 Massachusetts Avenue, NW
Washington, DC 20008

8. **RECORDS.** FIB shall maintain records relating to its performance under this Agreement and to expenses incurred in connection therewith and shall provide the Korean Embassy access to such records promptly upon request during normal business hours.

9. **COVENANTS.**

FIB covenants to the Korean Embassy as follows:

- a. in performing the Services hereunder, FIB will comply at all times with all federal and state laws and regulations applicable to performing the Services hereunder; and
- b. in performing the Services hereunder, FIB and its employees and agents will comply with all applicable policies and procedures and shall at all times perform such Services in a manner consistent with the ethical and professional guidelines applicable to the Korean Embassy; and
- c. in performing the Services hereunder, FIB is obliged to maintain the confidentiality and shall not disseminate information relating to this engagement to any third parties without the prior approval of the Korean Embassy.

The Korean Embassy covenants to FIB as follows:

- a. The Korean Embassy has the power and authority to enter into this Agreement.

10. **OWNERSHIP.** All materials prepared by FIB exclusively for the Korean

Embassy pursuant to this Agreement shall be owned exclusively by the Korean Embassy and shall be deemed works made for hire. In the event any such materials may not, by operation of law, be works made for hire, FIB hereby assigns to the Korean Embassy all rights in such materials and copyrights therein. FIB will acquire from its employees and agents who may be engaged in the performance of the Services under this Agreement all such rights as may be necessary so that the Korean Embassy will receive the rights hereby agreed to be conveyed and vested in it, free of any claims of such employees and agents. FIB shall execute such documents, and provide such assistance as the Korean Embassy may reasonably request to give full effect to the provisions of this Section 9, at FIB's expense.

11. ASSIGNMENT. This Agreement may not be assigned by either party nor may FIB's obligations hereunder be subcontracted, except upon express prior consent in writing by the Korean Embassy.
12. SEVERABILITY. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not effect the other terms or provisions hereof or the whole of the Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.
13. GOVERNING LAW. This Agreement shall be governed by the laws of the District of Columbia, both as to interpretation and performance.
14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
15. ATTORNEY FEES. If either party breaches this Agreement, the prevailing party shall be entitled to recover costs, including attorney's fees, from the nonprevailing party.

This constitutes the entire Agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied.

By Kirsten A. Chadwick By Gheewhan Kim

Kirsten A. Chadwick
Partner
Fierce, Isakowitz & Blalock

Gheewhan Kim
Minister for Economic Affairs
Embassy of Korea

Date: April 1, 2012

Date: April 1, 2012